10482

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10482

# DEFENSE

## Service Personnel Exchange

NEWARK PUBLIC LIBRARY

FEB 5 1986

U. S. GOVT. PUBS.
DEPOSITORY 376

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and SINGAPORE

Signed at Singapore and Washington
July 19 and September 1, 1982

S 9.10:

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

*For sale by the Superintendent of Documents, U.S. Government Printing Office*
*Washington, D.C. 20402*

# SINGAPORE

## Defense: Service Personnel Exchange

*Memorandum of understanding signed at Singapore and Washington July 19 and September 1, 1982;*
*Entered into force September 1, 1982.*

**MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF SERVICE PERSONNEL BETWEEN THE UNITED STATES NAVY AND REPUBLIC OF SINGAPORE AIR FORCE AND ON THE GENERAL CONDITIONS WHICH WILL APPLY TO THE EXCHANGE OF SUCH PERSONNEL**

1. Purpose. The Personnel Exchange Program between the United States Navy and the Republic of Singapore Air Force has been established for the purpose of providing a system of mutual exchange of personnel between the two Services. It is designed to establish an active relationship between the U. S. Navy and the Republic of Singapore Air Force by which the experience, professional knowledge and doctrine of the Services are shared to the maximum extent permissible under existing policies of the United States and the Republic of Singapore.

2. Selection criteria. Officers selected for exchange duty shall be those who have demonstrated capabilities for future higher command and staff positions, who are well versed in the practices and doctrines of their Service, and are particularly qualified through experience for the exchange position which they will fill.

3. Tour of duty. The normal tour of duty for exchange personnel, exclusive of travel time between countries, will be for a period of two years. Any time required for a formal course of instruction will be in addition to the normal tour. Exceptions and/or adjustments of individual tours will be based on mutual agreement between the participating Services.

4. Number of military personnel to be exchanged. The number of personnel to be exchanged at any one time will be as agreed between the Chief of Naval Operations for the U. S. Navy and the Commander, Republic of Singapore Air Force for the Republic of Singapore Air Force.

5. Duties. Exchange personnel will be assigned duties by the host Service which are agreeable to the parent Service. Such personnel should function fully as a member of the unit to which they are assigned. The host Service, however, will undertake not to place exchange personnel in duty assignments in which direct hostilities with forces of third states are likely or in operations with which the parent Government may not wish to be associated. Should hostilities occur unexpectedly, involving a unit to which exchange personnel are assigned, such personnel should not be employed in the active operations of the hostilities without prior approval from the parent Service, except in extraordinary circumstances in which communication cannot be reasonably established with the parent Service and the exchange personnel are considered essential in the operations of the unit employed. In the latter extraordinary circumstances, the host Service will make every effort to remove personnel from active participation in the hostilities of the unit.

6. Administration and control. Exchange personnel will be administered and controlled as prescribed by the parent Services:

a. U. S. Navy personnel on exchange duty with the Republic of Singapore Air Force will be under the administration and control of the U. S. Naval Attache, Singapore.

b. Republic of Singapore Air Force personnel on exchange duty with the U. S. Navy will be under the administration and control of the Republic of Singapore Embassy, Washington, D. C.

7. Discipline. Exchange personnel will comply with the regulations, orders, instructions and customs of the host Service insofar as they are applicable. Exchange personnel are subject to the commands of the officers senior to them in rank in the host Service. Personnel committing an offense under the laws of either the parent or the host Service may be withdrawn from the exchange program with a view toward further administrative or disciplinary action taken by the parent Service when considered necessary. Disciplinary action, however, shall not be taken by the host Service against exchange personnel. The respective Services shall cooperate whenever possible in the carrying-out of administrative or disciplinary action against the offender by the parent Service. Nothing in this paragraph shall affect the applicability to exchange personnel of the laws administered by civil authorities in the host Nation.

8. Personal assessments. Reports on exchange personnel will be prepared in confidence in the form requested by the parent Service.

9. Professional proficiencies. The host Service will provide necessary facilities, wherever practicable, so that the exchange personnel may maintain their professional proficiencies in accordance with regulations of their parent Service.

10. Leave. Exchange personnel may be granted leave in accordance with the regulations of their parent Service, provided such leave is also approved by the proper authorities of the host Service.

11. Messing and quarters. The host Service may provide family-type or single quarters for exchange personnel, and their dependents, and messing facilities for exchange personnel, if available, on the same basis and to the same extent that it provides these amenities for its own personnel. In any case, the host Service will render all practicable assistance in locating and obtaining suitable housing for exchange personnel. Financial arrangements for messing and quarters are specified in paragraph 15.

12. Uniforms. Exchange personnel are to comply with the dress regulations of their Service and the Order of Dress for any occasion is to be that which most nearly conforms to the Order of Dress of the particular unit with which they are serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with by reason of differences in dress regulations. Customs of the host Service will be observed with respect to the wearing of civilian clothes.

13. Security. The parent Service is to supply a certification of security clearance up to the level required by the exchange post. On receipt of this, the host Service will authorize exchange personnel to have access to such classified information as it considers to be necessary for the efficient performance of duties by exchange personnel. Exchange personnel must comply at all times with the security regulations of the host Service. Exchange personnel may be required to submit reports to their parent Service during their exchange service. All such reports must be given the security classification appropriate to their contents. No documents containing military information, classified or unclassified, other than personal records pertaining to the individual's parent Service, may be retained permanently by exchange personnel. This does not preclude the use of documents by individuals in the course of their duties. Exchange personnel may, however, request that documents pertaining to their duties, which they consider will be of use to their parent Service, be passed to that Service. Such request will be referred to the immediate host commanding officer of the requesting exchange personnel, who will forward it, together with the documents concerned, through the usual channels to appropriate host Service authorities (the Chief of Naval Operations in the case of Republic of Singapore Air Force exchange personnel serving with the U. S. Navy) for review and authorization. If the request is approved, the documents will be passed through the usual channels to the parent Service of the exchange personnel initiating the request. Documents for delivery to the U. S. Navy will be forwarded to the U. S. Naval Attache, Singapore. Documents for delivery to the Republic of Singapore Air Force will be forwarded to the Republic of Singapore Embassy, Washington, D. C. This procedure is designed to avoid:

a. any inaccurate or misleading information being passed to the parent Service;

b. embarrassment with a third country through the possible release of classified information without the agreement of the third country.

14. Disclosure of information to parent Service.

a. Information provided by either Government to the other in confidence, and such information produced by either Government

pursuant to this Memorandum requiring confidentiality, will either retain its original classification or be assigned a classification in accordance with national laws and regulations that will ensure a degree of protection against disclosure equivalent to that required by the other Government.

b. Each Government will take all lawful steps available to it to keep free from disclosure under any legislative provision without the consent of the other Government information exchanged in confidence under this Memorandum.

c. To assist in providing the desired protection, each Government will mark such information furnished to the other in confidence with a legend indicating the country of origin, the security classification, the conditions of release, that the information relates to this Memorandum and that it is furnished in confidence.

d. A recipient Government will not disclose or permit to be disclosed classified information received under this Memorandum to the Government of, or to organizations or nationals of, a third country, or any third party, except with the express consent of the originating Government.

15. Financial arrangements. The U. S. Navy and the Republic of Singapore Air Force have established the following financial arrangements for the U. S. Navy and the Republic of Singapore Air Force Personnel Exchange Program:

a. to the extent authorized by its laws and regulations governing that Service, the parent Service will, with respect to exchange personnel and their dependents and personal property, retain responsibility throughout the period of exchange for the following:

(1) Basic pay and cash allowances due the exchange personnel;

(2) All permanent change of station costs including per diem and other travel allowances;

(3) All temporary duty costs including per diem and other travel allowances when such travel is directed by the parent Service;

(4) Per diem and travel allowances, other than basic cost of transportation, when temporary duty is directed by the host Service;

(5) Compensation for loss of, or damage to, the uniform or other personal equipment of the exchange personnel;



READEX FICHE

(6) Cost of movement of dependents and household effects of exchange personnel as authorized by the parent Service;

(7) Cost of shipment of remains and funeral expenses in the event of death of the exchange personnel or dependent(s);

(8) Expenditures in connection with any special duty performed on behalf of the parent Service;

(9) Expenses incurred in the interests of dependents permitted to accompany or joining the exchange personnel.

b. The host Service will provide the following for exchange personnel and their dependents, and assume charges therefor, in accordance with and to the extent allowed by its laws and regulations:

(1) The basic cost of transportation when temporary duty is directed by the host Service. Per diem and other travel allowances will be paid by the parent Service;

(2) Cost of use of facilities to maintain flying proficiency;

(3) Costs incident to relocation of exchange personnel on a permanent basis from one duty station to another involving a change of locality, by order of the host Service, to include transportation in kind, allowances in lieu thereof, or reimbursement of actual transportation costs for the travel of the exchange personnel and their dependents; shipment of their household effects or reimbursement or allowances for personally-procurred shipping services; and payment of other allowances and expenses or indemnification associated with the transfer, as appropriate. All services, allowances, and reimbursements for the exchange personnel under this provision shall be equal in number, nature and amount to the benefits that the personnel of the host Service would receive under its pertinent laws and regulations incident to relocation involving the same circumstances;

(4) Medical and dental care for exchange personnel and their dependents. The costs of any treatment beyond the capability of the hospitals and facilities of the host Service, or outside the authority of the host Service to expend funds for, may be defrayed by the parent Service to the extent authorized by its regulations. Such cost must be otherwise borne by the exchange personnel concerned.

c. Exchange personnel who are furnished a cash allowance for subsistence or rations by the parent Service and who utilize messing facilities provided by the host Service will adhere to the cash sale procedures prescribed for personnel of the host Service, but in no event will exchange personnel be required to purchase meals, if members of the host Service are not also subject to the requirement or are not subject to loss of ration allowance.

d. Any charges for public quarters provided exchange personnel pursuant to paragraph 11 including charges assessed for certain personal services, such as laundry and linen services, will be billed by the host Service directly to the exchange personnel concerned.

16. Privileges of exchange officers.

a. To the extent authorized by the laws and regulations of the host Government, the following privileges will be available on a reciprocal basis to exchange officers and their dependents:

(1) Exemption from any tax by the host Government upon income received from the parent Government;

(2) Exemption from any customs, import duty, or similar tax levied upon articles entered for their official, personal, or family use, including inter alia their baggage, household effects and private motor vehicles;

(3) Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs on the same basis as equivalent personnel of the host Service.

b. The foregoing sub-paragraph does not in any way limit privileges set forth elsewhere in this Memorandum or other privileges granted by applicable laws and regulations of the host Government.

17. Reports.

a. Periodic or other reports which exchange personnel may be required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:-

(1) U. S. Navy personnel on exchange duty with the Republic of Singapore Air Force will forward their reports through their host commanding officer and appropriate host Service channels to the U. S. Naval Attache, Singapore, who will transmit such reports to the appropriate authorities of his country;

(2) Republic of Singapore Air Force personnel on exchange duty with the U. S. Navy will forward their reports through their host commanding officer, appropriate host Service channels and the Chief of Naval Operations to the Republic of Singapore Embassy, Washington, D. C., for transmission to the appropriate authorities in the Republic of Singapore.

b. The transmission channel in the host country is subject to the security provision set forth in paragraph 13.

18. Service sponsors.

a. Arrangements shall be made to ensure that exchange personnel are informed of their rights and obligations prior to their tour of duty with the host Service and they will be familiarized with the customs and any special conditions to be observed in the host country.

b. Each host Service will appoint representatives (to be known as Service sponsors) who will provide exchange personnel with assistance and advice in this respect. Preferably, Service sponsors should have the same rank as exchange personnel concerned.

19. Education. To the extent possible under national and local laws and regulations and to the extent that the parties to this Memorandum may be able to control, free education should be provided by the host Government for children of exchange personnel in the same manner and to the same extent as such facilities are provided for children of personnel of the host Service.

20. Resolution of disagreements. Any disagreement regarding the interpretation or application of this Memorandum will be resolved by consultation between the Governments concerned and will not be referred to an international tribunal or third party for settlement.

21. Effective date. This Memorandum will take effect on the day of last signature.

22. Termination. This Memorandum may be terminated in writing by either the United States Navy or the Republic of Singapore Air Force subject to six months prior notice being given, or may be terminated at any time by mutual agreement of both parties.

23. Continuing responsibilities. The responsibilities of the Governments involved regarding the use, safeguarding and disclosure to third parties of information exchanged or transferred under this Memorandum will continue to remain in effect after this Memorandum is terminated as if the Memorandum had not been terminated.

For the Republic of Singapore
Air Force

COL YEO PING YONG
Deputy Commander
RSAF

19 JULY 1982
Date signed

For United States
Navy

VADM LANDO W. ZECH, JR
Deputy Chief of
Naval Operations
US Navy

01 SEP 1982
Date signed



GPO: 1985 48-714 (12800)